

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	Chapter 13
Stacey P. Johnson,)	Case No.: 19-41789-399
SSN: XXX-XX- 4429)	Hearing Date: 6/5/2019
)	Hearing Time: 10:00 AM
Debtor(s))	Hearing Loc: 5N

1st Amended CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	___ Included <u>X</u> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	___ Included <u>X</u> Not Included
1.3	Nonstandard provisions set out in Part 5.	___ Included <u>X</u> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 Plan Payments. Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$960.00 per month for 60 months.

(B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ through _____, then \$_____ per month for _____ months beginning with the payment due in _____, 20____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
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3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$1,730.00 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 Months	

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **6.75%** interest:

Creditor	Est. Balance Due	Repay Period	TOTAL w/ INTEREST
Westlake Financial Services	\$23,548.43	60 Months	\$27,810.60
NPRTO Mid-West, LLC	\$1,870.68	36 Months	\$2,071.80

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **6.75%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	Balance Due	FMV	Repay Period	Total w/Interest
Americredit Financial Services	\$751.08	\$4,000.00	12 Months	\$778.80
City of St Louis Collector of Rev.	\$264.00	\$15,000.00	60 Months	\$312.00
Missouri Dept of Revenue	\$1,044.98	\$15,000.00	60 Months	\$1,234.20
MSD	\$1,672.63	\$15,000.00	60 Months	\$1,975.20

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$300.00 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
City of St. Louis Collector of Revenue	\$ 369.71
Internal Revenue Service	\$ 4,900.12
Missouri Department of Revenue	\$ 0.00

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$161,963.40. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$N/A. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$4,980.60. Debtor guarantees a minimum of **\$4,980.60** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
NPRTO Mid-West, LLC	Lease ID 14434792; 10WG Solitaire Earrings

Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:

5.1 Paragraph 3.9C rejects Lease with NPRTO Mid-West, LLC, Lease ID 14434792; for 10WG Solitaire Earrings. Said collateral is provided for in paragraph 3.5B. Creditor has agreed to said treatment.

5.2 _____

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 5/1/2019 DEBTOR: /s/ Stacey P. Johnson
Stacey P. Johnson

DATE: 5/1/2019 /s/ Marie Guerrier Allen
Marie Guerrier Allen, # 42990 MO
Attorney for debtor
P. O. Box 411281
St. Louis, MO 63141
Email: allenmarie@sbcglobal.net
Tel: (314) 872-1900; Fax: (314) 872-1905

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to the parties listed below on May 1, 2019:

Diana S. Daugherty, Trustee
P. O. Box 430908
St. Louis, MO 63143

500FastCash
2533 N. Carson Street, Suite 5024
Carson City, NV 89706

AAA Club Family Insurance Company
12901 North Forty Drive
Saint Louis, MO 63141

Aaron Rents CO 116
199 North Florissant
Saint Louis, MO 63135

Allstate Insurance
P.O. Box 3589
Akron, OH 44309-3589

Ameren Missouri
P. O. Box 66881
Bankruptcy Section; Mail Code 310
St. Louis, MO 63166

American Infosource, LP
as Agent for Spot Loans
P. O. Box 248838
Oklahoma City, OK 73124-8838

American Infosource, LP
P. O. Box 248838
Oklahoma City, OK 73124-8838

Americredit Financial Services
dba: GM Financial
P. O. Box 183123
Arlington TX 76096

AT& T Corp
One AT&T Way Room 3A104
c/o: AT&T Services, Inc.
Bedminster, NJ 07921

Balance Credit
P. O. Box 141989
Irving, TX 75014-1989

Balance Credit
P. O. Box 4356
Houston, TX 77210

Barnes - Jewish Hospital
P. O. Box 954540
Saint Louis, MO 63195-4540
Belridge Municipal Court

City of Bel-Ridge
8920 Natural Bridge Road
Saint Louis, MO 63121

BJC Health Care
P. O. Box 958410
Saint Louis, MO 63195-8410

Calverton Park
52 Young Drive
Saint Louis, MO 63135

Comenity Bank
Att: Bankruptcy
P. O. Box 182125
Columbus, OH 43218-2125

Comenity Bank
Att: Bankruptcy
P. O. Box 183043
Columbus, OH 43218-3043

Consumer Credit Management
P O Box 1839
Maryland Heights, MO 63043-1839

Credit First NA (CFNA)
P. O. Box 81315
Cleveland, OH 44181-0315

Credit One Bank
P. O. Box 98873
Las Vegas, NV 89193-8873

Direct TV
P. O. Box 9001069
Louisville, KY 40290-1069

Enhanced Recovery Corporation
PO Box 57547
Jacksonville, FL 32241

First Credit Services, Inc.
P. O. Box 1121
Charlotte, NC 28201-1121

Premier Bankcard LLC
C/O: Jefferson Capital Systems, LLC
P. O. Box 7999
Saint Cloud, MN 56302-9617

First Source Advantage
7650 Magna Drive
Belleville, IL 62223

Fit City Gym
1601 S Jefferson Ave
Saint Louis, MO 63104

Generation III Fitness
5912 N. Lindbergh
Hazelwood, MO 63042

Gold's Gym International, Phase-1
1095 Regency Pkwy
Saint Charles, MO 63303

Golden Valley Lending
635 East Hwy 20E
Upper Lake, CA 95485

Gregory F. X. Daly, Collector of Revenue
1200 Market Street, Room 410
Saint Louis MO 63103-2838

Internal Revenue Service
P. O. Box 7346
Centralized Insolvency
Philadelphia, PA 19101-7346

LabCorp
P. O. Box 2240
Burlington, NC 27216-2240

Macy's
P.O. Box 8053
Att: Bankruptcy Processing
Mason, OH 45040

Maryland Medical Group
4652 Maryland Ave
St. Louis, MO 63108

Maryland Medical Group
1110 Highlands Plaza
Saint Louis, MO 63110

Metro Orthopedic
Missouri Baptist Medical Center
3015 North Ballas Road
Saint Louis, MO 63131

Metro St. Louis Sewer District (MSD)
c/o: Kramer and Frank, PC
9300 Dielman Ind. Drive, Ste 100
Saint Louis MO 63132-2205

Missouri Department of Revenue
P. O. Box 475
Jefferson City, MO 65105

Navient Solutions, Inc. obo ECMC
P.O. Box 16408
Saint Paul, MN 55116-0408

NetCredit
175 W. Jackson Blvd, Suite 1000
Chicago, IL 60604

Nordstrom Bank
PO Box 6555
Englewood, CO 80155-6555

NPRTO Mid-West, LLC
256 W Data Drive
Draper, UT 84020

Planned Parenthood of the St. Louis Region
4251 Forest Park Ave
Saint Louis, MO 63108

Pro Rehab
2937 S. Brentwood Blvd
Saint Louis, MO 63144

Pro Rehab
13537 Barrett Parkway Drive
Ballwin, MO 63021

Progressive Leasing, LLC
256 Data Drive
Draper, UT 84020

Regions Bank
6313 Dr. Martin Luther King Drive
Saint Louis, MO 63133

Rise Credit of Missouri, LLC dba Rise
4150 International Plaza, Suite 300
Fort Worth, TX 76109

Safeco Insurance
P. O. Box 6478
Carol Stream, IL 60197-6478

Simple Fast Loans
8601 Dunwoody Place, Suite 406
Atlanta, GA 30350

Sirius Satellite Radio
P. O. Box 33174
Detroit, MI 48232-5280

Southwestern Bell Telephone Company
c/o: James Grudus Atty
One AT&T Way, Room 3A 218
Bedminster, NJ 07921

Spectrum
Att: Cash Management
4670 E. Fulton, Suite 102
Ada, MI 49301

Speedy / Rapid Cash
P O Box 780408
Wichita KS 67278-0408

Spire Missouri Inc.
700 Market Street, 2nd Floor
Saint Louis, MO 63101-1829

Spot Loans
6636 Hollywood Blvd
Los Angeles, CA 90028

Spot Loans
Fka: Zest Cash
P. O. Box 927
Palatine, IL 60078

Sprint Corp
Att: Bankruptcy
P. O. Box 7949
Overland Park, KS 66207-0949

State Farm
P O Box 44110
Jacksonville, FL 32231-4110

State Farm Fire and Casualty Company
4700 S Providence
Columbia, MO 65217

SunUp Financial LLC
c/o: National Credit Adjusters
P O Box 3023
327 W. 4th Avenue
Hutchinson, KS 67504-3023

The Bibb Agency, LLC
6440 Chippewa Street
Saint Louis, MO 63109

US Attorneys' Office
c/o: Jane Rund Asst. US Attorney
111 S 10th Street, Room 20.333
Saint Louis, MO 63102

US Bank
P. O. Box 108
Saint Louis, MO 63166

Washington Univ. in St. Louis Physicians
660 South Euclid
P. O. Box 8239
St. Louis, MO 63110

Washington University School of Medicine
P. O. Box 8239
660 S. Euclid Avenue
St. Louis, MO 63110

Westlake Financial Services
P.O. Box 76809
Los Angeles, CA 90076-0809

WUCA - Maryland Medical
P O Box 505445
Saint Louis, MO 63150

/s/ Marie Guerrier Allen
Marie Guerrier Allen, # 42990 MO
Attorney for debtor
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St. Louis, MO 63141
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Tel: (314) 872-1900; Fax: (314) 872-1905